

RECORDATION NO. 25523-H FILED

MAR 30 07

8-00 AM

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

March 30, 2007

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of March 30, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 25523.

The names and addresses of the parties to the enclosed document are:

Lessor: ABN AMRO BANK N.V.  
540 W. Madison, Suite 2131  
Chicago, Illinois 60661

Lessee: Eastman Chemical Company  
100 North Eastman Road  
Kingsport, Tennessee 37662

Mr. Vernon A. Williams  
March 30, 2007  
Page 2

A description of the railroad equipment covered by the enclosed document is:

99 tank cars within the series ETCX 222600 - ETCX 222715 as more particularly set forth in the equipment schedule attached to the document.

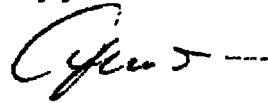
A short summary of the document to appear in the index is:

Memorandum of Lease.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", followed by a horizontal line.

Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 25523-H FILED

MAR 30 '07

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**FILING AND RECORDING REQUESTED BY,  
AND WHEN FILED AND RECORDED RETURN TO:**

**SURFACE TRANSPORTATION BOARD**

Alvord & Alvord  
1050 17<sup>th</sup> Street, N.W., Suite 301  
Washington, DC 20006-5556  
Attention: Robert W. Alvord, Esq.

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

**MEMORANDUM OF LEASE**

dated as of March 30, 2007

between

**EASTMAN CHEMICAL COMPANY,**  
a Delaware corporation,  
as Lessee,

**ABN AMRO BANK N.V.,**  
as Lessor

This **MEMORANDUM OF LEASE** dated as of March 30, 2007 (this "**Memorandum**") between **ABN AMRO BANK N.V.**, as Lessor, with an address at 540 West Madison, Suite 2131, Chicago, Illinois 60661 ("**Lessor**"), and **EASTMAN CHEMICAL COMPANY**, a Delaware corporation, with an address at 100 North Eastman Road, Kingsport, Tennessee 37662-5075, as Lessee ("**Lessee**").

**W I T N E S S E T H:**

**WHEREAS**, Lessee and Lessor have entered into that certain (unfiled) lease agreement dated as of March 30, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "**Lease**") pursuant to which Lessor will lease to Lessee, and Lessee will lease from Lessor, the items of railroad rolling stock (the "**Units**") to be delivered to Lessor on each Delivery Date as more fully described in each Lease Supplement; and

**WHEREAS**, pursuant to Section 12.1 of the Lease, Lessee has granted to Lessor a first priority security interest in all of the Units and the other Collateral to secure the payment of all sums due and payable by Lessee and the performance by Lessee of all of its obligations under the Lease, the Lease Supplements and the other Operative Documents.

**NOW, THEREFORE**, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For all purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in Appendix 1 to that certain Participation Agreement dated as of even date herewith, among Lessee, Lessor, ABN AMRO BANK N.V., as Administrative Agent, ABN AMRO Advisory, Inc., as Collateral Agent and the Participants identified therein (as from time to time amended, restated, supplemented or otherwise modified, the "**Participation Agreement**"). The rules of interpretation set forth in such Appendix 1 shall also apply hereto.

2. This Memorandum evidences of record the Lease and the grant of a first priority security interest by Lessee to Lessor in the Units and the other Collateral, and all references herein or in the other Operative Documents to the Lease shall be deemed to include this Memorandum. All obligations imposed on the "**Lessee**" in the Lease shall be the full recourse liability of Lessee.

3. Pursuant to that certain Lease Supplement No. 15, dated as of March 30, 2007, the Units identified in such Lease Supplement and listed at Annex A hereto became subject to the terms and provisions of the Lease, including without limitation the grant of a first priority security interest as set forth in Section 12.1 of the Lease.

4. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

5. It is the intention of the parties that:

(a) the Overall Transaction as provided for in the Lease and the other Operative Documents constitutes an operating lease from Lessor and Participants to Lessee for purposes of Lessee's financial reporting;

(b) for all other purposes, including federal and all state and local income and transfer taxes, bankruptcy, insolvency and receivership (including the substantive law upon which bankruptcy, insolvency and receivership proceedings are based), commercial law and UCC purposes:

(1) the Overall Transaction constitutes a financing by the Participants to Lessee and preserves beneficial ownership in the Equipment in Lessee, and the obligations of Lessee to pay Variable Rent shall be treated as payments of interest to the Participants, and the payment by Lessee of any amounts in respect of the Lease Balance, including any Fixed Rent, shall be treated as payments of principal to the Participants; and

(2) the Lease grants a security interest in the Equipment and other Collateral in favor of the Lessor.

(c) Specifically, without limiting the generality of Section 4(a), the parties to the Lease and the other Operative Documents intend and agree that in the event of any insolvency or receivership proceedings or a petition under the United States bankruptcy laws or any other applicable insolvency laws or statute of the United States of America or any State or Commonwealth thereof affecting Lessee, Lessor, either Agent or the Participants or any collection actions, the transactions evidenced by the Lease and the other Operative Documents are loans made to Lessee by the Participants in each case as unrelated third party lenders, and that Lessor holds title to the Equipment for the benefit of the Participants to secure Lessee's obligations to repay such loans to the Participants and all other amounts due under any of the Operative Documents.

6. This Memorandum may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

**[ Signatures on next page ]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

**LESSEE:**

**EASTMAN CHEMICAL COMPANY,**  
a Delaware corporation

By: Michael Watts  
Name Printed: Michael Watts  
Title: Assistant Treasurer

**LESSOR:**

**ABN AMRO BANK N.V.**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

LESSEE:

**EASTMAN CHEMICAL COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR:

**ABN AMRO BANK N.V.**

By: *Volanda Meza*  
Name Printed \_\_\_\_\_  
Title: Vice President

By: *Maria T. Vanderwarren*  
Name Printed MARIA T. VANDERWARREN  
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT-LESSEE

STATE OF Tennessee )  
 )  
COUNTY OF Sullivan )

On March 27, 2007, before me, Rebecca C. Potts, a Notary Public in and for said State, personally appeared Michael Watts and \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rebecca C. Potts (Seal)  
Commission Exp 2/10/10





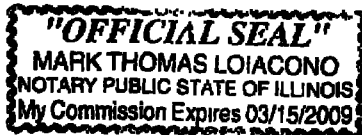
ACKNOWLEDGMENT- LESSOR

STATE OF ILLINOIS )  
COUNTY OF COOK )

On March 28, 2007, before me, Mark Thomas Loiacono, a Notary Public in and for said State, personally appeared Yolanda Meza and Maria Vanderwarren, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mark Thomas Loiacono (Seal)



**Description of Units, Identification Numbers and Purchase Prices**

<b><u>Type</u></b>	<b><u>Car Number</u></b>	<b><u>Year Built</u></b>	<b><u>Total Amount</u></b>
Tank	ETCX 222600	2006	\$101,685
Tank	ETCX 222601	2006	\$101,756
Tank	ETCX 222602	2006	\$101,770
Tank	ETCX 222603	2006	\$101,756
Tank	ETCX 222604	2006	\$101,770
Tank	ETCX 222605	2006	\$101,685
Tank	ETCX 222606	2006	\$101,770
Tank	ETCX 222608	2006	\$101,355
Tank	ETCX 222609	2006	\$101,320
Tank	ETCX 222610	2006	\$101,355
Tank	ETCX 222611	2006	\$101,353
Tank	ETCX 222612	2006	\$101,355
Tank	ETCX 222613	2006	\$101,685
Tank	ETCX 222614	2006	\$101,418
Tank	ETCX 222615	2006	\$101,694
Tank	ETCX 222616	2006	\$101,694
Tank	ETCX 222617	2006	\$101,053
Tank	ETCX 222618	2006	\$101,418
Tank	ETCX 222620	2006	\$101,418
Tank	ETCX 222621	2006	\$101,418
Tank	ETCX 222622	2006	\$101,418
Tank	ETCX 222623	2006	\$101,685
Tank	ETCX 222624	2006	\$101,053
Tank	ETCX 222625	2006	\$101,053
Tank	ETCX 222626	2006	\$101,053
Tank	ETCX 222627	2006	\$101,320
Tank	ETCX 222628	2006	\$101,053
Tank	ETCX 222629	2006	\$101,320
Tank	ETCX 222630	2006	\$101,329
Tank	ETCX 222631	2006	\$101,329
Tank	ETCX 222632	2006	\$101,329
Tank	ETCX 222633	2006	\$101,329
Tank	ETCX 222634	2006	\$101,329
Tank	ETCX 222635	2006	\$101,053
Tank	ETCX 222636	2006	\$100,988
Tank	ETCX 222637	2006	\$101,329
Tank	ETCX 222639	2006	\$100,988
Tank	ETCX 222640	2006	\$101,053
Tank	ETCX 222641	2006	\$101,053
Tank	ETCX 222642	2006	\$100,988

<u>Type</u>	<u>Car Number</u>	<u>Year Built</u>	<u>Total Amount</u>
Tank	ETCX 222643	2006	\$101,053
Tank	ETCX 222644	2006	\$101,320
Tank	ETCX 222646	2006	\$101,053
Tank	ETCX 222648	2006	\$101,329
Tank	ETCX 222649	2006	\$101,053
Tank	ETCX 222650	2006	\$101,053
Tank	ETCX 222651	2006	\$101,329
Tank	ETCX 222652	2006	\$101,320
Tank	ETCX 222654	2006	\$101,329
Tank	ETCX 222656	2006	\$101,053
Tank	ETCX 222657	2006	\$101,329
Tank	ETCX 222658	2006	\$101,329
Tank	ETCX 222659	2006	\$101,320
Tank	ETCX 222663	2006	\$101,152
Tank	ETCX 222664	2006	\$101,329
Tank	ETCX 222666	2006	\$101,152
Tank	ETCX 222668	2006	\$100,988
Tank	ETCX 222669	2006	\$100,988
Tank	ETCX 222670	2006	\$101,329
Tank	ETCX 222671	2006	\$101,320
Tank	ETCX 222674	2006	\$101,320
Tank	ETCX 222675	2006	\$101,320
Tank	ETCX 222676	2006	\$101,320
Tank	ETCX 222677	2006	\$101,320
Tank	ETCX 222678	2006	\$101,152
Tank	ETCX 222679	2006	\$100,821
Tank	ETCX 222681	2006	\$100,821
Tank	ETCX 222682	2006	\$101,329
Tank	ETCX 222683	2006	\$100,821
Tank	ETCX 222684	2006	\$101,152
Tank	ETCX 222685	2006	\$100,821
Tank	ETCX 222686	2006	\$101,329
Tank	ETCX 222687	2006	\$101,161
Tank	ETCX 222688	2006	\$101,152
Tank	ETCX 222689	2006	\$101,161
Tank	ETCX 222690	2006	\$101,161
Tank	ETCX 222691	2006	\$101,152
Tank	ETCX 222692	2006	\$101,161
Tank	ETCX 222693	2006	\$101,161
Tank	ETCX 222695	2006	\$101,161
Tank	ETCX 222696	2006	\$101,161
Tank	ETCX 222697	2006	\$101,161
Tank	ETCX 222698	2006	\$101,161

<u>Type</u>	<u>Car Number</u>	<u>Year Built</u>	<u>Total Amount</u>
Tank	ETCX 222699	2006	\$101,152
Tank	ETCX 222701	2006	\$101,161
Tank	ETCX 222702	2006	\$101,161
Tank	ETCX 222703	2006	\$101,152
Tank	ETCX 222704	2006	\$101,152
Tank	ETCX 222705	2006	\$101,161
Tank	ETCX 222706	2006	\$101,161
Tank	ETCX 222707	2006	\$101,161
Tank	ETCX 222708	2006	\$101,161
Tank	ETCX 222709	2006	\$101,161
Tank	ETCX 222710	2006	\$101,161
Tank	ETCX 222711	2006	\$101,161
Tank	ETCX 222712	2006	\$101,161
Tank	ETCX 222713	2006	\$101,161
Tank	ETCX 222714	2006	\$101,161
Tank	ETCX 222715	2006	\$101,161

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/30/07



\_\_\_\_\_  
Robert W. Alvord